

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE SUBDIVISION IMPROVEMENTS AGREEMENT  
WITH MIDTOWN LLC, CASE NO. PRC2014-00001

Resolution 2014-091

WHEREAS, on July 11, 2012, in Case No. PRC2012-00007, Midtown at Clear Creek, the Board of County Commissioners (BoCC) approved a 1) Waiver from the subdivision design standards to allow the use of an 11-foot lane width instead of the required 12-foot lane width for Exterior Roadways (Pecos St.); 2) Waiver from the subdivision design standards to allow the use of patterned and colored concrete for the driving surface at select locations; 3) Waiver from subdivision design standards to allow the use of angled parking within a private roadway; 4) Waiver from subdivision design standards to allow the use of protruding / bump out sidewalks at select intersections and mid-block crossings for Internal Roadways; 5) Vacation of a portion of the W. 68th Ave. right-of-way to the west of the intersection of W. 68th Ave. and Pecos St; and,

WHEREAS, on July 25, 2012, in Case No. PRC2012-00001, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Amendment to the approved Preliminary Planned Unit Development (PUD-P) / Preliminary Development Plan (PDP); 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD(P) zone district; 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD(P) Zone District; and

WHEREAS, Condition Precedent No. 23 of the Zoning Hearing Decision in Case No. PRC2012-00001 required that an SIA shall be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, Midtown LLC is now in the process of developing certain real property (183 acres, zoned P.U.D. Planned Unit Development) located south of 68<sup>th</sup> Avenue and on both sides of Pecos Street, pursuant to the development granted in Case No. PRC2012-00001 and PRC2012-00007; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, Filing No. 3 (Case#PRC2014-00001) is currently in the review process for final plat approval; and,

WHEREAS, the attached agreement would allow for the construction of certain improvements to occur prior to final plat approval at the Developer's risk; and

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way; and,

WHEREAS, the Developer has provided collateral in the amount of \$1,214,948.40; and

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Subdivision Improvements Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

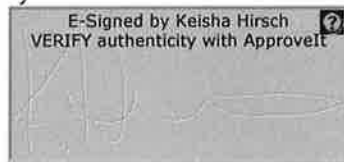
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24<sup>th</sup> day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

Subdivision Improvements Agreement  
Midtown LLC  
Midtown at Clear Creek Filing 3  
Case No. PRC2014-00001

## SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Midtown LLC, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners (BoCC), County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

- 1. Acceptance of Risk.** Acceptance of this agreement by the County is to allow for construction of the improvements described and detailed in Exhibit "B" only. Developer acknowledges that execution of this agreement does not include, imply or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits or the final acceptance of the improvements constructed under this agreement. In the event that the final plat is not approved, and/or the improvements or any portion of the improvements, described in Exhibit "B" are not accepted, the Developer agrees to rehabilitate the site, or areas of the site that are not approved or accepted, including but not limited to removing, at its own expense, the improvements or any portion of the improvements not approved.
- 2. Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof. All construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described and detailed on Exhibit "B" shall be approved by the County.
- 3. Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Same shall be subject to modification based on the approved final plat. Any such modifications shall be the sole responsibility of the Developer. Upon request the Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.
- 4. Construction.** Developer shall furnish and construct, at its own risk, and at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
- 5. Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B", and in no event shall any building permit be issued prior to the completion of all improvements described and detailed on Exhibit "B". The County may for good cause, grant extension of time for completion of any part, or all, of the improvements appearing on said Exhibit "B". Any extension of time shall be in written form only. The Developer shall be in default of this agreement if the improvements are not completed within the "Construction completion date".
- 6. Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of One Million Two Hundred Fourteen Thousand Nine Hundred Forty Eight Dollars and Forty Cents (\$1,214,948.40), which includes twenty percent (20%) for administration and five percent (5%) per year for the term of the Agreement to guarantee construction and installation of the improvements described herein, in compliance with this agreement. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary

acceptance by the BoCC, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

7. **Accounting.** Developer shall fully account to the County for all costs incurred in the construction of any public improvements in which the County is participating, and the books and records of Developer relating to such public improvements shall be open to the County at all reasonable times for the purpose of auditing or verifying such costs.
8. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" and graphically shown on Exhibit "C" shall be public facilities and become the property of the County or other public agencies after approval of the final plat and upon final acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, shall become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
9. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
10. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for Alan Drive, Avrum Drive, Larsh Drive, 66<sup>th</sup> Place and 66<sup>th</sup> Avenue in accordance with the approved Construction Plans prepared by the Developer. See Exhibit "B" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and preliminarily accepted prior to the construction completion date indicated in Exhibit "B".

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development known as MIDTOWN AT CLEAR CREEK FILING 3 by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Alan Drive, Avrum Drive, Larsh Drive, 66<sup>th</sup> Place and 66<sup>th</sup> Avenue

Midtown LLC

By:

Rick Dengler

By:

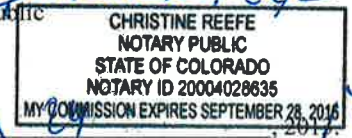
Chris Bremner

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2014, by Chaz Tedesco

My commission expires: Sept. 28, 2016

Address: 4430 S. Adams County Park  
Brighton, CO 80601

Christine Reeve  
Notary Public



APPROVED BY resolution at the meeting of February 24, 2014

ATTEST:

Keisha Huns  
Clerk of the Board



BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

[Signature]  
Chairman

APPROVED AS TO FORM  
COUNTY ATTORNEY  
[Signature]

**EXHIBIT A**

**Legal Description: CLEAR CREEK AT MIDTOWN FILING 3**

A PARCEL OF LAND BEING ALL OF TRACTS J AND L, MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 IN THE RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 1-1/2" ALUMINUM CAP, STAMPED PLS 10717, WHENCE THE SOUTH 1/16 CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED PLS 7735, BEARS NORTH 89°55'26" WEST, A DISTANCE OF 1337.21 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, NORTH 89°55'26" WEST, A DISTANCE OF 238.20 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°16'34" EAST, A DISTANCE OF 192.17 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 58.50 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 69.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 74.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 58.51 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 45°16'34" EAST, A DISTANCE OF 68.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 74.50 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°50'27", AN ARC LENGTH OF 33.60 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 18°52'59" WEST, A DISTANCE OF 8.28 FEET;

THENCE NORTH 44°43'26" WEST, A DISTANCE OF 146.15 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 1.67 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 45°16'34" EAST, A DISTANCE OF 151.13 FEET;

THENCE NORTH 15°20'58" EAST, A DISTANCE OF 13.79 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 67TH AVENUE AS SHOWN ON THE PLAT OF MIDTOWN AT CLEAR CREEK - FILING NO. 2 RECORDED AT RECEPTION NO. 2013000104695 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 78.50 FEET THE RADIUS POINT OF SAID CURVE BEARS NORTH 15°20'58" EAST;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°04'24", AN ARC LENGTH OF 20.65 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY TANGENT TO SAID CURVE, SOUTH 89°43'26" EAST, A DISTANCE OF 136.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LARSH DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY RIGHT-OF-WAY OF SAID LARSH DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°16'34" WEST, A DISTANCE OF 337.50 FEET;
2. SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
3. NORTH 00°16'34" EAST, A DISTANCE OF 53.50 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT J;

THENCE ALONG THE NORTHERLY LINE OF SAID TRACT J SOUTH 89°43'26" EAST, A DISTANCE OF 208.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF AVRUM DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY RIGHT-OF-WAY OF SAID AVRUM DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°16'34" WEST, A DISTANCE OF 19.55 FEET;
2. SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
3. NORTH 00°16'34" EAST, A DISTANCE OF 19.55 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT L;

THENCE ALONG THE NORTHERLY LINE OF SAID TRACT L SOUTH 89°43'26" EAST, A DISTANCE OF 208.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ALAN DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 1-PLAT CORRECTION;

THENCE ALONG THE WESTERLY AND SOUTHERLY RIGHT-OF-WAY OF SAID ALAN DRIVE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°16'34" WEST, A DISTANCE OF 20.00 FEET;
2. SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°16'34" WEST, A DISTANCE OF 167.52 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 64.42 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 38.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 131.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST, A DISTANCE OF 691.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 8.980 ACRES, (391,192 SQUARE FEET), MORE OR LESS.



**EXHIBIT B**

**Public Improvements: Alan Drive**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" Vertical Curb and Gutter (2' Pan)	348	LF	\$ 10.28	\$ 3,577.44
Subgrade Prep - Concrete Alley	249	SY	\$ 0.72	\$ 179.28
13' Wide Concrete Alley	249	SY	\$ 30.60	\$ 7,619.40
Subgrade Prep - Concrete Walks	194	SY	\$ 0.72	\$ 139.52
5' Concrete Walk (Street)	1,744	SF	\$ 3.40	\$ 5,929.60
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$ 964.00	\$ 1,928.00
8' Concrete Crossspan	1	EA	\$ 2,365.60	\$ 2,365.60
<b>PAVING</b>				
Subgrade Prep - Street	782	SY	\$ 3.00	\$ 2,346.00
Asphalt (Full depth - 6" section)	638	SY	\$ 14.80	\$ 9,442.40
Adjust Manhole to Grade	1	EA	\$ 360.00	\$ 360.00
Adjust Valves to Grade	2	EA	\$ 164.00	\$ 328.00
Sweep Streets	638	SY	\$ 0.16	\$ 102.08
<b>SIGNAGE</b>				
Street Signs	2	EA	\$ 1,040.00	\$ 2,080.00
<b>STREET SUBTOTAL</b>				<b>\$ 36,397.32</b>
<b>DRY UTILITIES</b>				
Street Light (Local)	1	EA	\$ 3,400.00	\$ 3,400.00
<b>STREET SUBTOTAL</b>				<b>\$ 3,400.00</b>
<b>ALAN DRIVE TOTAL</b>				<b>\$ 39,797.32</b>

**Public Improvements: Avrum Drive**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" Vertical Curb and Gutter (2' Pan)	348	LF	\$ 10.28	\$ 3,577.44
Subgrade Prep - Concrete Alley	497	SY	\$ 0.72	\$ 357.84
13' Wide Concrete Alley	497	SY	\$ 30.60	\$ 15,208.20
Subgrade Prep - Concrete Walks	194	SY	\$ 0.72	\$ 139.52
5' Concrete Walk (Street)	1,744	SF	\$ 3.40	\$ 5,929.60
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$ 964.00	\$ 1,928.00
Alley Curb Cut / Approach	2	EA	\$ 1,200.00	\$ 2,400.00
8' Concrete Crosspan	1	EA	\$ 2,365.60	\$ 2,365.60
<b>PAVING</b>				
Subgrade Prep - Street	782	SY	\$ 3.00	\$ 2,346.00
Asphalt (Full depth - 6" section)	640	SY	\$ 14.80	\$ 9,472.00
Adjust Manhole to Grade	1	EA	\$ 360.00	\$ 360.00
Adjust Valves to Grade	2	EA	\$ 164.00	\$ 328.00
Sweep Streets	640	SY	\$ 0.16	\$ 102.40
<b>SIGNAGE</b>				
Street Signs	2	EA	\$ 1,040.00	\$ 2,080.00
<b>STREET SUBTOTAL</b>				<b>\$ 46,594.60</b>
<b>DRY UTILITIES</b>				
Street Light (Local)	1	EA	\$ 3,400.00	\$ 3,400.00
<b>STREET SUBTOTAL</b>				<b>\$ 3,400.00</b>
<b>AVRUM DRIVE TOTAL</b>				<b>\$ 49,994.60</b>

**Public Improvements: Larsh Drive**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STORMDRAINAGE</b>				
18" RCP	36	LF	\$ 34.40	\$ 1,238.40
54" RCP	64	LF	\$ 150.40	\$ 9,625.60
60" RCP	116	LF	\$ 197.60	\$ 22,921.60
Box Base Manhole	1	EA	\$ 13,600.00	\$ 13,600.00
5' Type 'R' Inlet	2	EA	\$ 4,616.00	\$ 9,232.00
Remove 54" FES	1	EA	\$ 400.00	\$ 400.00
<b>STORM DRAINAGE SUBTOTAL</b>				<b>\$ 57,017.60</b>

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" Vertical Curb and Gutter (2' Pan)	338	LF	\$ 10.28	\$ 3,474.64
Subgrade Prep - Concrete Alley	248	SY	\$ 0.72	\$ 178.56
13' Wide Concrete Alley	248	SY	\$ 30.60	\$ 7,588.80
Subgrade Prep - Concrete Walks	178	SY	\$ 0.72	\$ 128.00
5' Concrete Walk (Street)	1,600	SF	\$ 3.40	\$ 5,440.00
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$ 964.00	\$ 1,928.00
Alley Curb Cut / Approach	2	EA	\$ 1,200.00	\$ 2,400.00
8' Concrete Crosspan	-	EA	\$ 2,365.60	\$ -
<b>PAVING</b>				
Subgrade Prep - Street	927	SY	\$ 3.00	\$ 2,781.00
Asphalt (Full depth - 6" section)	812	SY	\$ 14.80	\$ 12,017.60
Adjust Manhole to Grade	2	EA	\$ 360.00	\$ 720.00
Adjust Valves to Grade	2	EA	\$ 164.00	\$ 328.00
Sweep Streets	812	SY	\$ 0.16	\$ 129.92
<b>SIGNAGE</b>				
Street Signs	2	EA	\$ 1,040.00	\$ 2,080.00
<b>STREET SUBTOTAL</b>				<b>\$ 39,194.52</b>
<b>DRY UTILITIES</b>				
Street Light (Local)	2	EA	\$ 3,400.00	\$ 6,800.00
<b>STREET SUBTOTAL</b>				<b>\$ 6,800.00</b>
<b>LARSH DRIVE TOTAL</b>				<b>\$ 103,012.12</b>

**Public Improvements: 66<sup>th</sup> Place**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" Vertical Curb and Gutter (2' Pan)	695	LF	\$ 10.28	\$ 7,144.60
Subgrade Prep - Concrete Alley	301	SY	\$ 0.72	\$ 216.72
13' Wide Concrete Alley	301	SY	\$ 30.60	\$ 9,210.60
Subgrade Prep - Concrete Walks	174	SY	\$ 0.72	\$ 125.12
5' Concrete Walk (Street)	1,564	SF	\$ 3.40	\$ 5,317.60
Curb Return w/ Handicap Ramp (15' Radius)	4	EA	\$ 964.00	\$ 3,856.00
Alley Curb Cut / Approach	1	EA	\$ 1,200.00	\$ 1,200.00
8' Concrete Crosspan	2	EA	\$ 2,365.60	\$ 4,731.20
<b>PAVING</b>				
Subgrade Prep - Street	1,160	SY	\$ 3.00	\$ 3,480.00
Asphalt (Full depth - 6" section)	950	SY	\$ 14.80	\$ 14,060.00
Adjust Manhole to Grade	1	EA	\$ 360.00	\$ 360.00
Adjust Valves to Grade	2	EA	\$ 164.00	\$ 328.00
Sweep Streets	950	SY	\$ 0.16	\$ 152.00
<b>SIGNAGE</b>				
Street Signs	4	EA	\$ 1,040.00	\$ 4,160.00
<b>STREET SUBTOTAL</b>				<b>\$ 54,341.84</b>
<b>DRY UTILITIES</b>				
Street Light (Local)	2	EA	\$ 3,400.00	\$ 6,800.00
<b>STREET SUBTOTAL</b>				<b>\$ 6,800.00</b>
<b>66TH PLACE TOTAL</b>				<b>\$ 61,141.84</b>

**Public Improvements: W. 67<sup>th</sup> Avenue**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STORM DRAINAGE</b>				
24" RCP	362	LF	\$ 50.40	\$ 18,244.80
66" RCP	605	LF	\$ 232.00	\$ 140,360.00
4' Dia. Manhole	2	EA	\$ 2,200.00	\$ 4,400.00
T Base Manhole (66")	3	EA	\$ 5,600.00	\$ 16,800.00
Box Base Manhole	2	EA	\$ 13,600.00	\$ 27,200.00
10' Type 'R' Inlet	1	EA	\$ 4,616.00	\$ 4,616.00
15' Type 'R' Inlet	1	EA	\$ 4,800.00	\$ 4,800.00
Type 'C' Inlet	6	EA	\$ 2,640.00	\$ 15,840.00
10" PVC Private Area Drain	792	LF	\$ 28.80	\$ 22,809.60
<b>STORM DRAINAGE SUBTOTAL</b>				<b>\$ 255,070.40</b>

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" Vertical Curb and Gutter (2' Pan)	1,599	LF	\$ 10.28	\$ 16,437.72
Subgrade Prep - Concrete Alley	506	SY	\$ 0.72	\$ 364.32
13' Wide Concrete Alley	506	SY	\$ 30.60	\$ 15,483.60
Subgrade Prep - Concrete Walks	1,128	SY	\$ 0.72	\$ 812.40
5' Concrete Walk (Street)	3,115	SF	\$ 3.40	\$ 10,591.00
8' Concrete Walk (Landscape Tract)	7,040	SF	\$ 3.40	\$ 23,936.00
Mid-Block Handicap Ramp	4	EA	\$ 478.40	\$ 1,913.60
Curb Return w/ Handicap Ramp (15' Radius)	-	EA	\$ 964.00	\$ -
Alley Curb Cut / Approach	5	EA	\$ 1,200.00	\$ 6,000.00
8' Concrete Crosspan	-	EA	\$ 2,365.60	\$ -
<b>PAVING</b>				
Subgrade Prep - Street	3,817	SY	\$ 3.00	\$ 11,451.00
Asphalt (Full depth - 6" section)	3,300	SY	\$ 14.80	\$ 48,840.00
Adjust Manhole to Grade	18	EA	\$ 360.00	\$ 6,480.00
Adjust Valves to Grade	8	EA	\$ 164.00	\$ 1,312.00
Sweep Streets	3,300	SY	\$ 0.16	\$ 528.00
<b>SIGNAGE</b>				
Street Signs	12	EA	\$ 1,040.00	\$ 12,480.00
Road Closed Barricade	2	EA	\$ 200.00	\$ 400.00
<b>STREET SUBTOTAL</b>				<b>\$ 157,029.64</b>

<b>DRY UTILITIES</b>				
Street Light (Local)	5	EA	\$ 3,400.00	\$ 17,000.00
<b>STREET SUBTOTAL</b>				<b>\$ 17,000.00</b>

<b>66TH AVENUE TOTAL</b>				<b>\$ 429,100.04</b>
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**Public Improvements: PA 9 – Connection to Pecos Street**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>STORMDRAINAGE</b>				
30" RCP	81	LF	\$ 72.00	\$ 5,832.00
48" RCP	162	LF	\$ 124.00	\$ 20,088.00
66" RCP	646	LF	\$ 232.00	\$ 149,872.00
6' Dia. Manhole	1	EA	\$ 2,752.00	\$ 2,752.00
Box Base Manhole	4	EA	\$ 13,600.00	\$ 54,400.00
Type 'C' Inlet	1	EA	\$ 2,640.00	\$ 2,640.00
Remove 48" FES	1	EA	\$ 400.00	\$ 400.00
<b>STORM DRAINAGE SUBTOTAL</b>				<b>\$ 235,984.00</b>

**Public Improvements: Other Site Improvements**


DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>GRADING</b>				
Strippings (Strip Topsoil)	4,260	CY	\$ 1.48	\$ 6,304.80
Mass Excavation (Street & Flatwork)	18,800	CY	\$ 2.48	\$ 46,624.00
GRADING SUBTOTAL				<b>\$ 52,928.80</b>

Filing 3 Public Improvements Total \$ 971,958.72  
 Administration – 20% of Total \$ 194,391.74  
 Inflation Per Year – 5% of Total \$ 48,597.94

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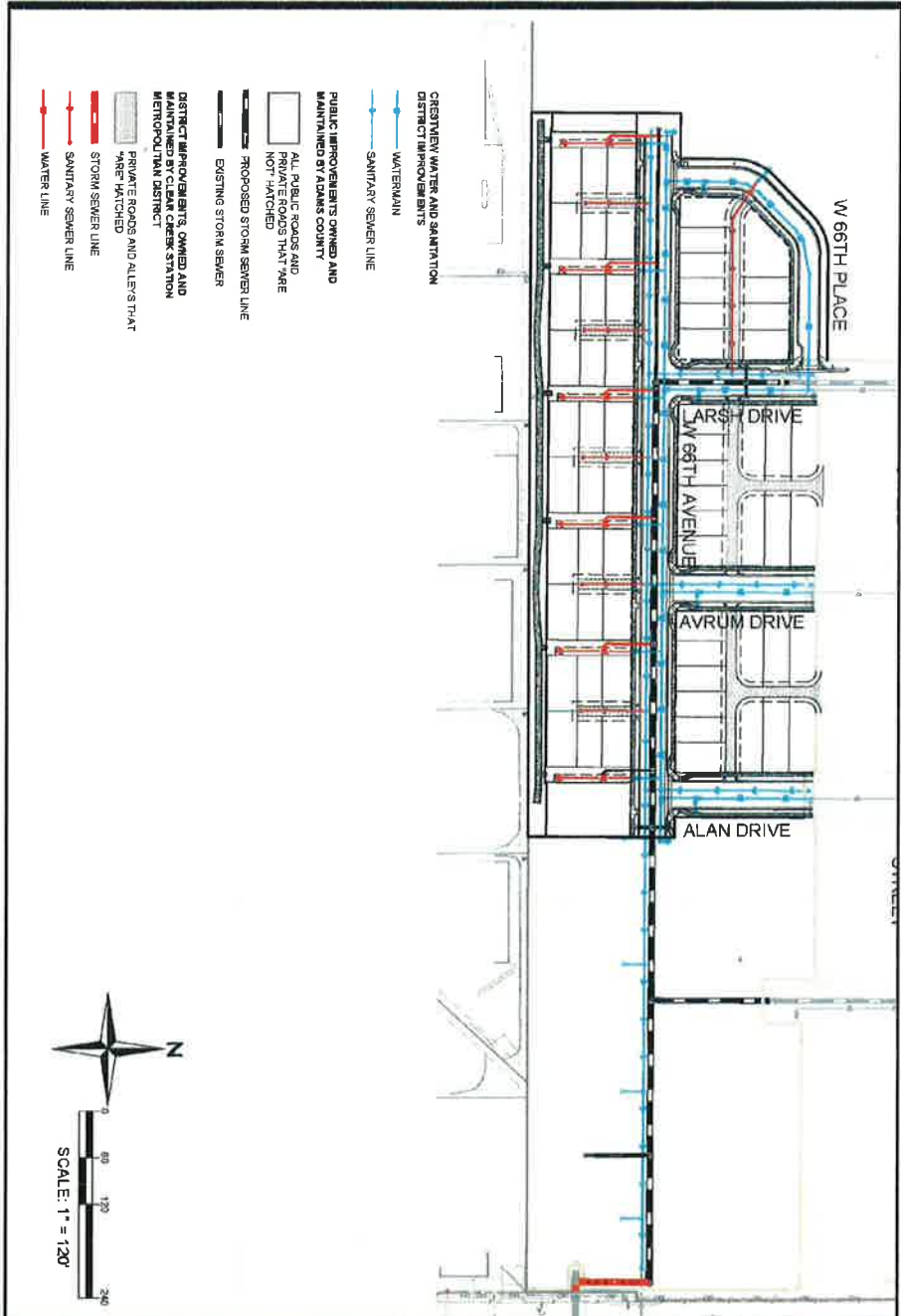
**Filing 3 Grand Total \$ 1,214,948.40**

Construction Completion Date: August, 2015

Initials or signature of Developer:   
 \_\_\_\_\_

**EXHIBIT C**  
**Public vs. Private**

:\2010\10015 - Midtown\CADD\Exhibits\Public vs Private improvements\10015\_4\_Midtown\_Public vs Private Exhibit.dwg Tab: Layout1 Sep 03, 2013 - 11:01am ifrazier



<b>EXHIBIT D</b>	<b>MIDTOWN FILING NO. 3</b>	DATE	08.04.2013	<b>REDLAND</b> <small>Urban Creek Paces Edge</small> <small>PROJECT NO. 10154</small>
	<b>PRIVATE / PUBLIC IMPROVEMENTS</b>	DRAWN	TJF	
	<b>SUBDIVISION IMPROVEMENT AGREEMENT</b>	CHECKED	MTP	
		APPROVED	MTP	
		PROJECT NO.	10154	



**SUBDIVISION BOND**

Bond No. TM5156510/015043701

Premium: \$9,112.00

KNOW ALL MEN BY THESE PRESENTS, that we Midtown, LLC as Principal, and Liberty Mutual Insurance Company authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto Adams County, Colorado as Obligee, in the penal sum of One Million, Two Hundred Fourteen Thousand, Nine Hundred Forty Eight and 40/100 Dollars (\$1,214,948.40), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Midtown, LLC, has agreed to construct in Adams County, Colorado the following improvements: Filing 3 – Improvements including Roadway, Sanitary and Storm Improvements. Bond is for additional 20% of construction costs to cover Administration Costs and additional 5% of construction costs to cover inflation costs to per the Preplat SIA Agreement.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect and the surety on this Bond binds itself to said Obligee, to the amount on the hereinabove stated penal sum, that said Improvements shall be completed in accordance with the Agreement between Principal and Obligee.

IN WITNESS WHEREOF, said principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 31<sup>st</sup> day of January 2014.

Midtown, LLC

by: *AT Meyers*

Liberty Mutual Insurance Company of America

by: *Benedict J. Tockarszewsky*

Benedict J. Tockarszewsky, Attorney-in-Fact

(Acknowledgment by principal, unless it be a corporation)  
STATE OF NEW YORK

SS:  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public County

(Acknowledgment by principal, if a corporation)  
STATE OF NEW YORK

SS:  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ the \_\_\_\_\_ of the \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public County

(Acknowledgment by Surety Company)  
STATE OF NEW YORK

SS:  
COUNTY OF WESTCHESTER

On this 31<sup>st</sup> day of Jan 2014, before me personally came BENEDICT J. TOCKARSHEWSKY to me known who being by me duly sworn, did depose and say that he/she resides in FLUSHING, NEW YORK; that he/she is the ATTORNEY-IN-FACT of the LIBERTY MUTUAL INSURANCE COMPANY; the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Alice M. McCarthy  
Notary Public County

**ALICE MCCARTHY**  
NOTARY PUBLIC, State of New York  
No 01MC5079342  
Qualified in Dutchess County  
Commission Expires June 02, 2015



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2012

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits ..... \$ 903,711,694	Unearned Premiums..... \$4,205,141,671
*Bonds — U.S Government..... 1,166,929,471	Reserve for Claims and Claims Expense ..... 17,056,420,207
*Other Bonds ..... 11,415,194,219	Funds Held Under Reinsurance Treaties ..... 1,315,062,091
*Stocks..... 8,104,853,899	Reserve for Dividends to Policyholders ..... 2,455,411
Real Estate ..... 255,967,320	Additional Statutory Reserve..... 49,768,998
Agents' Balances or Uncollected Premiums ..... 3,482,069,753	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 144,016,763	Other Liabilities..... <u>3,066,051,537</u>
Other Admitted Assets..... <u>14,732,623,458</u>	<b>Total..... \$25,694,899,915</b>
 	Special Surplus Funds..... \$604,621,497
<b>Total Admitted Assets..... <u>\$40,205,366,577</u></b>	Capital Stock ..... 10,000,000
	Paid in Surplus ..... 7,899,471,886
	Unassigned Surplus..... 5,996,373,279
	<b>Surplus to Policyholders..... <u>14,510,466,662</u></b>
	<b>Total Liabilities and Surplus..... <u>\$40,205,366,577</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

*TAMIKOLAJEWSKI*

\_\_\_\_\_  
Assistant Secretary

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6256066

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

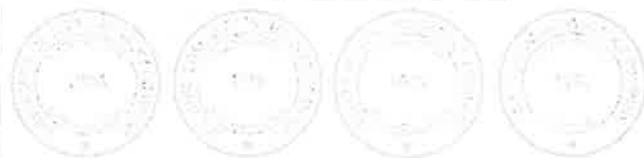
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benedict J. Tockarshewsky; Dennis M. O'Brien; William D. Haas

all of the city of Briarcliff Manor, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of August, 2013.



STATE OF WASHINGTON ss  
COUNTY OF KING

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

On this 21st day of August, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

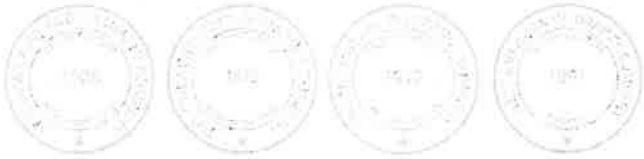
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31<sup>st</sup> day of Jan, 2014.



By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.